

**TRANSFER
TAX
PAID**

QUITCLAIM DEED WITH COVENANT

27-36-1

City of Waterville, a municipality, having a mailing address of 1 Common Street, Waterville, Maine 04901 ("Grantor"), for consideration paid, grants to **Carino Au and Kim L. Au**, with a mailing address of POB 394, Waterville, ME 04903 ("Grantees"), as JOINT TENANTS, with quitclaim covenants, a certain parcel of land, with the buildings and improvements thereon erected, situated in the City of Waterville, County of Kennebec and State of Maine, located on West River Road, so-called, and more particularly bounded and described as follows:

Beginning at an iron pin set approximately One Hundred Ninety-five (195) feet northwesterly of the West River Road and easterly of a paved drive serving the premises herein conveyed; thence by the following courses and distances:

- 1) N 66° 14' 29" W a distance of Seventy-four and 08/100ths (74.08) feet to an iron pin set;
- 2) N 88° 19' 06" W a distance of Ninety-seven and 28/100ths (97.28) feet to an iron pin set;
- 3) N 00° 38' 32" E a distance of Two Hundred Eighteen and 11/100ths (218.11) feet to an iron set;
- 4) S 87° 45' 56" E a distance of One Hundred Sixteen and 52/100ths (116.52) feet to an iron pin set;
- 5) S 00° 15' 44" E a distance of Eighty-six and 58/100ths (86.58) feet to an iron pin set;
- 6) S 28° 33' 15" E a distance of One Hundred Fifty-four and 46/100ths (154.46) feet to an iron pin set;
- 7) S 49° 28' 18" W a distance of Thirty-six and 93/100ths (36.93) feet to the point of beginning.

BEING a portion of the property conveyed to the Inhabitants of the City of Waterville as recorded in the Kennebec County Registry of Deeds in Book 1453 Page 852.

I. ALSO GRANTING an easement, in common with the Grantor and future successors in title to part or all of Grantor's remaining land, over the existing paved entrance, for ingress and egress from the West River Road to the Grantees' premises; this right of way shall also include the right to install and maintain both above and below ground utilities, subject to an obligation to restore the area to its original condition after installation or maintenance of said utilities. Except as to this obligation, Grantor will remain responsible for maintaining the currently existing paved surface, in reasonably good repair, from West River Road to the edge of the premises conveyed herein. Grantor undertakes no responsibility for snowplowing said area.

II. ALSO GRANTING the following easements:

An easement to maintain and replace the existing business sign on the edge of the West River Road, together with the associated power supply line; easements to maintain the existing sewer service lines, overhead utility services, water service line, underground electric service, underground

③ O'Connell & Lee

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telephone service, and existing propane tank and supply line. As to all of the foregoing easements, Grantees shall restore disturbed land to a state reasonably akin to its state prior to excavation or other installation or maintenance work. Should the Grantees or any successor in title ever voluntarily relocate any of the utility service pipes or lines to the property to a location within the access easement granted above, the easement for the prior utility location shall lapse and be terminated, without notice from the burdened parcel, upon completion of the relocation.

III. RESERVING to Grantor, for the benefit of Grantor's golf course patrons, an easement for general public pedestrian use upon and across the premises conveyed, attendant to the Grantor's use of the surrounding properties as a public golf course. This easement includes the right to access the northern edge of the parking lot and to conduct golf lessons at the northern edge of the parking area and grass area of the conveyed parcel. This does not include any right to use the parking area for public golf course parking. Grantor's use for these purposes shall not unreasonably interfere with the Grantees' use of the property for patron parking, landscaping, building additions, and/or replacements, but the northern edge of the parking area must remain accessible by motor vehicle and golf cart.

IV. RESERVING to Grantor, an easement to cross the premises and the Grantees' access easement, with motor vehicles or on foot, by Grantor's employees or agents, for purposes of maintenance and other activities related to operating the municipal golf course, so long as the use of the easement does not unreasonably interfere with the Grantees' use of the property for patron parking, landscaping, building additions, and/or replacements. In the event that Grantor's employees or agents cause any damage to the surface of the parking lot, Grantor shall restore the paved area and other disturbed land to a state reasonably akin to its state prior to the time that the damage occurred.

V. RESERVING to Grantor, a View Easement, as follows: Grantees covenant not to erect any fencing, artificial barrier or structure, or plant vegetation which would block the view of the ninth green of the golf course from the clubhouse operated by the Grantor, in the southwest corner of the subject parcel. Said easement area is bounded and described as follows. Beginning at the iron pin set at the southwesterly corner of the Grantees' parcel. Thence N 00° 38' 32" E along the westerly line of the subject parcel a distance of Sixty-eight and no/100ths (68.00) feet to a point. Thence S 28° 26' 53" E a distance of Twenty-nine and 32/100ths (29.32) feet to the southwesterly corner of the existing building. Thence S 38° 54' 01" E a distance of Fifty-six and 14/100ths (56.14) feet to a point and the southerly line of the subject parcel. Thence N 88° 19' 06" W along the southerly line of the subject parcel a distance of Fifty and no/100ths (50.00) feet to the point of beginning. Enforcement of this provision by the Grantor shall be by civil action seeking an injunction, and not by any reversionary interest. Grantor shall have the right to enter upon the premises and trim any vegetation which may obstruct said view.

VI. Grantor, Grantor's agents, and independent contractors, including any operator of the public golf course, shall not be responsible to Grantee for damage or nuisance created by golf balls striking Grantee's structures, fixtures, patrons, or patrons' property incidental to the operation of the surrounding public golf course.

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All of the Grantor's retained rights and easements enumerated in Sections III, IV, V, and VI shall flow to and benefit any independent contractor or agent of the Grantor charged with operation of the public golf course, clubhouse, restrooms, and other attendant services.

VII. GRANTOR COVENANTS that it will replace or repair the water supply pipeline to the Grantees' premises, at Grantor's expense, if necessary to remedy leakage, for a period of seven years from the date of this conveyance. If such becomes necessary, Grantor may, in its sole discretion, elect to relocate the water supply pipeline to be within the access easement, previously described, and the easement to maintain said pipeline in the prior location shall be terminated upon completion of the relocation.

All benefits and obligations of Grantor and Grantees, or their respective agents, patrons, and independent contractors, shall run with the land, pass to, and be binding upon the respective parties' successors, heirs, and assigns in title. However, Grantor may not assign Grantor's obligations concerning the water line set forth in Section VII without the written consent of the Grantees. This shall not preclude the Grantor from hiring independent contractors to perform any repair work, but is meant to preclude assignment of the overall responsibility for compliance with Section VII.

Reference is made to a Boundary Survey made for the City of Waterville by Broken Stone Land Surveyors dated 10/26/2006, to be recorded contemporaneously with this deed. All iron pins set are 5/8" rebar capped PLS #1318.

IN WITNESS WHEREOF, the City of Waterville has caused this instrument to be signed and sealed in its corporate name by Michael J. Roy, its City Manager, duly authorized, this 1st day of April, 2008.

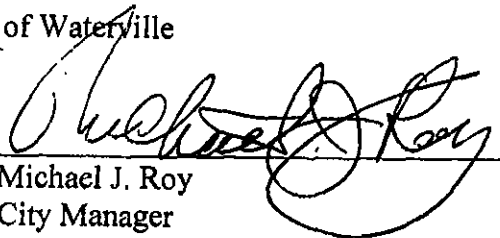
Signed, Sealed and Delivered
in the Presence of



City of Waterville

By

Michael J. Roy
City Manager

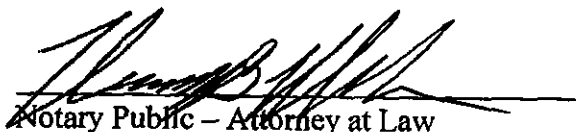


STATE OF MAINE
COUNTY OF KENNEBEC

4/1/, 2008

Then personally appeared the above named Michael J. Roy, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Waterville.

Before me,



Notary Public - Attorney at Law

THOMAS B. McCOWAN
Notary Public, Maine
My Commission Expires June 1, 2013

Printed/Typed Name:

Commission Expires:

Received Kennebec SS.
04/01/2008 12:03PM
Pages 3 Attest:
BEVERLY BUSTIN-WATHEWAY
REGISTER OF DEEDS